

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (collectively, the “United States”); SavaSeniorCare, LLC, SavaSeniorCare Administrative and Consulting, LLC, and SSC Equity Holdings, LLC, successor by merger to SSC Submaster Holdings, LLC (collectively, “Sava”); and Relators Rita Hayward, Trammel Kukoyi, and Terrence Scott (collectively, the “Tennessee Relators”) and Relators James Thornton and Barbara Roberts (collectively, the “Pennsylvania Relators”) (collectively, the Tennessee Relators with the Pennsylvania Relators, “Relators”) (hereafter, the United States, Sava, and Relators are collectively referred to as “the Parties”), through their authorized representatives.

## RECITALS

A. Sava, through its subsidiaries, provides skilled nursing services and rehabilitation therapy services, including physical, occupational, and speech therapy, to patients at numerous skilled nursing facilities (“SNFs”) nationwide, and bills the Medicare Program, Medicaid Program, and TRICARE Program for such services.

B. On August 26, 2011, relator Rita Hayward filed a *qui tam* action in the United States District Court for the Middle District of Tennessee captioned *United States ex rel. Hayward v. SavaSeniorCare, Inc., et al.*, Civil Action No. 3:11-0821, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Hayward Action”); on March 17, 2015, relator Hayward filed a first amended complaint. On December 6, 2011, relator Trammel Kukoyi filed a *qui tam* action in the United States District Court for the Southern District of Texas captioned *United States, et al. ex rel. Kukoyi v. SavaSeniorCare, LLC, et al.*, Civil Action No. 11-4216, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b)

(the “Kukoyi Action”); on July 30, 2015, relator Kukoyi filed a first amended complaint. On October 7, 2015, the Kukoyi Action was transferred to the United States District Court for the Middle District of Tennessee and assigned Civil Action No. 3:15-1102. On November 20, 2013, relator Terrence Scott filed a *qui tam* action in the United States District Court for the Western District of Texas captioned *United States ex rel. Scott v. SavaSeniorCare, Inc., et al.*, Civil Action No. SA-13-CA-1055-FB, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Scott Action”); on February 18, 2014, Relator Scott filed a first amended complaint. On April 8, 2015, the Scott Action was transferred to the United States District Court for the Middle District of Tennessee and assigned Civil Action No. 3:15-0404. Among other things, the Tennessee Relators’ *qui tam* complaints alleged that Sava entities violated the False Claims Act by submitting false claims and statements to Medicare, Medicaid, and TRICARE for payment of services pursuant to the skilled nursing facility benefit that were not reasonable or medically necessary. On July 20, 2015, the Hayward and Scott Actions were consolidated; on October 21, 2015, the Kukoyi Action was consolidated with the previously-consolidated Hayward and Scott Actions. The Hayward Action, Kukoyi Action, and Scott Action are hereafter collectively referred to as the “Tennessee Actions.”

C. On July 21, 2015, the United States filed a notice of partial intervention in the previously-consolidated Hayward Action and Scott Action; on October 19, 2015, the United States filed a notice of partial intervention in the Kukoyi Action. On October 26, 2015, the United States filed its Consolidated Complaint in Intervention in the Tennessee Actions against Sava seeking treble damages and civil penalties arising from violations of the False Claims Act and damages and other monetary relief under the common law theories of unjust enrichment and payment by mistake for the alleged wrongful conduct of Sava.

D. On February 22, 2016, Relator James Thornton filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania captioned *United States, et al. ex rel. Doe v. SavaSeniorCare, Inc., et al.*, Civil Action No. 16-CV-0840, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Pennsylvania Action”); on March 26, 2021, Relator Thornton and additional Relator Barbara Roberts filed a first amended complaint in the Pennsylvania Action, which is now captioned *United States, et al. ex rel. Thornton, et al. v. SavaSeniorCare, Inc., et al.*, Civil Action No. 16-CV-0840. In the Pennsylvania Action, Relators allege that Sava caused the submission of false claims to Medicare and Medicaid, and other government-funded health care insurance programs, for substandard and understaffed nursing home services. The United States will intervene in the Pennsylvania Action for purposes of settlement simultaneous with entering into this Agreement.

E. Collectively, the Tennessee Actions and the Pennsylvania Actions constitute the “Civil Actions.”

F. Sava has entered into, or will be entering into separate settlement agreements with certain states (hereafter referred to as the “Medicaid Coinsurance Participating States”) that will be receiving settlement funds from Sava, as described in Paragraph 1 of this Agreement and as further described in the separate settlement agreements between Sava and the Medicaid Coinsurance Participating States, pursuant to the Covered Conduct described in Paragraph I.2 of this Agreement (the “State Medicaid Coinsurance Settlement Allegations”).

G. Sava has entered into, or will be entering into, separate settlement agreements with certain states (hereafter referred to as the “Medicaid Quality of Care Participating States”) that will be receiving settlement funds from Sava, as described in Paragraph 1 of this Agreement and as further described in the separate settlement agreements between Sava and the Medicaid Quality of Care Participating States, pursuant to the Covered Conduct described in Paragraph I.3

of this Agreement (the “State Medicaid Quality of Care Settlement Allegations”). The State Medicaid Coinsurance Settlement Allegations and the State Medicaid Quality of Care Settlement Allegations shall be addressed in separate sections of the State settlement agreements between the Medicaid Coinsurance Participating States, the Medicaid Quality of Care Participating States, and Sava (collectively referred to as the “State Medicaid Settlement Agreements”).

H. The United States contends that Sava submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”) and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

I.1. The United States contends that it has certain civil claims against Sava for damages and penalties arising from Sava’s conduct of allegedly submitting or causing the submission of false claims to Medicare as alleged in the United States’ Consolidated Complaint in Intervention in the Tennessee Actions during the period from October 1, 2008 through September 30, 2012.

I.2. The United States also contends that it and the Medicaid Coinsurance Participating States have certain civil claims for damages and penalties against Sava arising from Sava’s conduct of allegedly submitting or causing the submission of false claims to Medicaid during the period from October 1, 2008 through September 30, 2012 for coinsurance amounts for rehabilitation therapy services for beneficiaries who were eligible for both Medicare and Medicaid, for whom Sava also allegedly submitted or caused the submission of false claims to Medicare as alleged in the United States’ Consolidated Complaint in Intervention in the Tennessee Actions.

I.3. The United States further contends that it and the Medicaid Quality of Care Participating States have certain civil claims for damages and penalties against Sava for

submitting or causing the submission of false claims for payment to Medicare and Medicaid for grossly and materially substandard and/or worthless nursing services during the period from January 1, 2008 through December 31, 2018. The United States and the Medicaid Quality of Care Participating States also contend that some of the nursing services provided were grossly and materially substandard and/or worthless in part because Sava failed to provide care to residents that meets federal standards of care and federal statutory and regulatory requirements, including failing to have sufficient staffing in certain facilities to meet certain residents' needs. The United States contends that, in certain skilled nursing facilities, Sava failed to follow appropriate pressure ulcer protocols and appropriate falls protocols, and failed to appropriately administer medications to some of the residents to avoid medication errors.

I.4. The conduct described in Paragraphs I.1, I.2, and I.3 above is hereafter referred to as the "Covered Conduct."

I.5. Sava denies the United States' allegations in this Paragraph I.

J. The Agreement is neither an admission of liability by Sava nor a concession by the United States that its claims are not well founded.

K. The Tennessee Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement as it relates to the Covered Conduct described in Paragraph I.1, and to the Tennessee Relators' reasonable expenses, attorneys' fees and costs. Relator Kukoyi also claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement as it relates to the Covered Conduct described in Paragraph I.2, and to Relator Kukoyi's reasonable expenses, attorneys' fees and costs.

L. The Pennsylvania Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement as it relates to the Covered Conduct described in Paragraph I.3, and to the Pennsylvania Relators' reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Sava shall pay to the United States, the Medicaid Coinsurance Participating States, and the Medicaid Quality of Care Participating States, collectively, the payments set forth as follows:

a. Upfront Payment

i. No later than five (5) days after the Effective Date of this Agreement, Sava shall make a payment to the United States in the amount of Ten Million, Three Hundred Thirty Five Thousand, One Hundred Ninety Six Dollars (\$10,335,196.00) (the “Federal Upfront Payment”), plus interest at a rate of 1.125% per annum from February 8, 2021, for the Covered Conduct. Of this total Federal Upfront Payment, Nine Million, Four Hundred Sixty-Two Thousand, Two Hundred Ninety One Dollars (\$9,462,291.00) is the Federal Upfront Payment amount for the Covered Conduct described in Paragraph I.1; Three Hundred Forty-Nine Thousand, One Hundred Sixty Two Dollars (\$349,162.00) is the Federal Upfront Payment amount for the federal share of the Covered Conduct described in Paragraph I.2; and Five Hundred Twenty-Three Thousand, Seven Hundred Forty-Three Dollars (\$523,743.00) is the Federal Upfront Payment amount for the federal share of the Covered Conduct described in Paragraph I.3.

ii. Pursuant to the State Medicaid Settlement Agreements, Sava shall make payments to the Medicaid Coinsurance Participating States and the Medicaid Quality of Care Participating States, collectively, of amounts totaling Eight Hundred Seventy Two Thousand, Nine Hundred Five Dollars (\$872,905.00) (the “State Upfront Payments”) (that amount being comprised of \$349,162.00 for the Covered Conduct described in Paragraph I.2 and

\$523,743.00 for the Covered Conduct described in Paragraph I.3), plus interest at a rate of 1.125% per annum from February 8, 2021, for the Covered Conduct described in Paragraphs I.2 and I.3 and as further described in the State Medicaid Settlement Agreements (the “State Upfront Payments”).

iii. The Federal Upfront Payment and the State Upfront Payments collectively comprise the Upfront Payment Amount.

b. Contingency Payments

i. Revenue Contingency.

a) If the annual Adjusted Net Revenue, as defined below in Paragraph 1.b.i.b, of the facilities listed on Exhibit A (the “Retained Facilities”) exceeds the Adjusted Threshold, as defined below in Paragraph 1.b.i.c, in each fiscal year 2021, 2022, 2023, 2024, 2025, or 2026, Sava shall pay in furtherance of this settlement an amount equal to Five Percent (5%) of the Adjusted Net Revenue above the Adjusted Threshold (“Excess Revenue Payment”). The total maximum amount potentially to be paid in furtherance of this settlement under this Revenue Contingency for all years in the aggregate is capped at Seven Million Dollars (\$7,000,000.00). Sava shall pay any Excess Revenue Payment in accordance with Paragraph 1.b.iii within 30 calendar days after the completion of Sava’s annual audited financial statements. On the same date Sava pays any Excess Revenue Payment, Sava shall submit to the United States its annual audited financial statements, calculation of the Excess Revenue Payment as shown on Exhibit B, and all

documents and information reasonably necessary to determine the accuracy of the Adjusted Net Revenue and Adjusted Threshold calculations. The calculations and supporting documents and information shall be certified by Sava's Chief Executive Officer or Chief Financial Officer.

- b) Annual Net Revenue is defined as billable revenues for services provided by the Retained Facilities in each fiscal year. With respect to those Retained Facilities that participate in Upper Payment Limit Reimbursement Programs and are both leased and managed by subsidiaries of Sava, Annual Net Revenue will be derived from consolidating the revenue in each fiscal year from nursing home operations of the manager and operator of the Retained Facility. Adjusted Net Revenue is defined as Annual Net Revenue for the Retained Facilities for each fiscal year, net of:
- (i) reserves for third party payors, (ii) contractual adjustments, (iii) charity care adjustments, (iv) all funds received from a third-party payor that must be dedicated to expenditures specified by the payor; and (v) for any Retained Facilities divested after the Effective Date of this Agreement ("Divested Facilities"), the Annual Net Revenue for those facilities for the fiscal year immediately preceding the time of divesture.
- c) Adjusted Threshold is defined as the Starting Threshold, as defined in this subparagraph 1.b.i.c, less the Annual Net Revenue for any Divested Facilities for the fiscal year immediately preceding the



time of divestiture. For 2021, the Starting Threshold shall be One Billion Three Hundred Million Dollars (\$1,300,000,000.00). For fiscal years 2022, 2023, 2024, 2025, and 2026, the Starting Threshold shall be the Adjusted Threshold calculated at the end of the prior fiscal year.

ii. Insurance Contingency. If Sava and/or its parent receive proceeds at any time from a settlement or final judgment in *SavaSeniorCare, LLC v. Starr Indemnity and Liability Company, et al.*, Case No. 1:18-cv-01991-MHC (N.D. Ga.), or any other litigation against any insurance carrier related to the Tennessee Actions, Sava will remit Fifty Percent (50%) of any such proceeds, net of all litigation fees and costs incurred by Sava in pursuing such proceeds, in furtherance of this settlement. Within five (5) business days of any such settlement or judgment, Sava shall provide the United States with a copy of any such settlement agreement or judgment and a certified copy of all litigation fees and costs incurred by Sava in pursuing such proceeds. Within ten (10) business days of the date Sava receives any proceeds from any such settlement or judgment, Sava shall make such payments in furtherance of this settlement in accordance with Paragraph 1.b.iii.

iii. All payments made pursuant to the Revenue Contingency or the Insurance Contingency shall collectively be referred to as the “Contingency Payments.” All Contingency Payments made to the United States constitute the “Federal Contingency Payments.” All Contingency Payments made to the Medicaid Coinsurance Participating States and the Medicaid Quality of Care Participating States constitute the “State Contingency Payments.” Sava shall make all Contingency Payments in accordance with Exhibit C (“Federal Contingency Payments and State Contingency Payments”) and Exhibit D (“Sava Payments to Relators”).

c. The Federal Upfront Payment and the Federal Contingency Payments collectively comprise the “Federal Settlement Amount.” All payments of any portion or all of the Federal Settlement Amount (the “Federal Settlement Payments”), and/or any interest thereon, shall be made by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Conditioned upon the United States’ receipt of the Federal Settlement Payments from Sava set forth in Paragraph 1 above, the United States agrees that, as soon as feasible following 91 days after receipt of each such payment, and conditioned upon the non-occurrence of (1) an Avoidance Event as defined in Paragraph 21(d), or (2) a Bankruptcy Event as defined in Paragraph 21(d), it shall make payments to Relators as indicated in Exhibit E, by electronic funds transfer and pursuant to written instructions to be provided by Relators’ counsel. Those payments described shall collectively be referred to as “Relators’ Share.”

3. No later than five (5) days after the Effective Date of this Agreement, Sava shall make payments to Relators as identified in Exhibit D (“Relators’ Upfront Fees and Costs Payments”), by electronic funds transfer and pursuant to written instructions to be provided by Relators’ counsel. If Sava makes any Contingency Payments, on the same date of any such payments, Sava shall make payments to Relators as identified in Exhibit D (“Relators’ Contingency Fees and Costs Payments”). Sava shall have no obligation to make any additional payments to Relators and/or Relators’ counsel with respect to the matters covered by this Agreement or the claims which have been or could have been asserted on behalf of the United States, states, or local government in the Civil Actions.

4. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and subject to Paragraph 10 (concerning disclosure of assets), Paragraph 20 (concerning default) below, and Paragraph 21 (concerning bankruptcy) below, and upon the United States’ receipt of

the Federal Upfront Payment plus interest due under Paragraph 1, the United States releases Sava, together with its current and former parent corporations; current and former direct and indirect subsidiaries; current and former brother or sister corporations; current and former divisions; current and former corporate owners; and the corporate successors and assigns of any of them from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Upon the United States' receipt of the Federal Upfront Payment plus interest due under Paragraph 1, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Sava, together with its current and former parent corporations and shareholders; current and former direct and indirect subsidiaries; current and former brother or sister corporations; current and former divisions; current and former owners; current and former directors, officers, employees, and affiliates; and the predecessors, successors, transferees, and assigns of any of them, and their respective officers, agents, servants and employees, from any claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages, costs and expenses of any kind, whether known or unknown as of the Effective Date of this Agreement that Relators have, may have, or could have asserted on behalf of the United States or any state or local government or sovereign, including but not limited to any claim relating in any way to the Covered Conduct, the allegations of the Complaints in the Civil Actions, the filing of the Civil Actions, the investigation and prosecution of this matter, or the negotiation of this Agreement, including all liability, claims, demands, actions, or causes of action asserted on behalf of the United States or any state or local government or sovereign existing as of the Effective Date of this Agreement, fixed or contingent, in law or in equity, in

contract or in tort, or under any federal or state statute, regulation, or common law, including, without limitation, any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733 or on behalf of any states under state False Claims Acts.

6. In consideration of the Federal Upfront Payment and the Corporate Integrity Agreement (CIA) entered into between OIG-HHS and SavaSeniorCare, LLC and SavaSeniorCare Administrative and Consulting, LLC, and upon the United States' receipt of full payment of the Federal Upfront Payment, plus interest due under Paragraph 1, the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against SavaSeniorCare, LLC and SavaSeniorCare Administrative and Consulting, LLC under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 7 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Sava from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 7, below.

7. Notwithstanding the releases given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;

- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

8. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relators' receipt of the Relators' Share, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Actions or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Actions.

9. Relators, for themselves, and for their heirs, successors, attorneys, agents, and assigns, release Sava, and its officers, agents, and employees, from any liability to Relators arising from the filing of the Civil Actions on behalf of the United States and various states under 31 U.S.C. § 3730(b) and analogous provisions of state law, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs. This release does not apply to, and Relators expressly reserve any rights with respect to, their claims for wrongful termination under 31 U.S.C. § 3730(h).

10. Sava has provided sworn financial disclosures and supporting documents (together "Financial Disclosures") to the United States and the United States has relied on the

accuracy and completeness of those Financial Disclosures in reaching this Agreement. Sava warrants that the Financial Disclosures were complete, accurate, and current. If the United States learns of asset(s) in which Sava had an interest of any kind (including, but not limited to, promises by insurers or other third parties to satisfy Sava's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Sava on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by Four Million, Eight Hundred Thousand Dollars (\$4,800,000.00) or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Federal Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Sava's previously undisclosed assets. In the event the United States elects option (a) and prevails, Relators may claim their reasonable attorneys' fees and costs to the extent permitted by 31 U.S.C. § 3730(d)(1). In the event the United States elects option (b), Sava agrees that if the United States prevails in a collection action undertaken by the United States pursuant to this provision, it will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States shall be entitled to recover its reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, Sava waives and agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to Sava that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on August

26, 2011. In the event of a rescindment and successful recovery by the United States, Relators shall be entitled to a portion of the proceeds of such recovery in the same proportion as the Relators' share in any Contingency Payments, as indicated in Exhibit E.

11. Sava waives and shall not assert any defenses Sava may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

12. Subject to and in consideration of the release from the United States, Sava fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Sava has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

13. Subject to and in consideration of the release from the Relators, Sava, and its current and former direct or indirect parent entities, subsidiaries, sister or related companies, direct or indirect affiliates, divisions, officers, directors, agents, representatives, and employees, fully and finally release the Relators, their heirs, successors, attorneys, agents, and assigns, from liability for any and all claims, demands, and/or causes of action whatsoever (including attorneys' fees, costs, and expenses of every kind and however denominated) that Sava, its current and former direct or indirect parent entities, subsidiaries, sister or related companies, direct or indirect affiliates, divisions, officers, directors, agents, representatives, and employees, have or could have asserted, or may assert in the future against the Relators, including without

limitation all claims, demands, and/or causes of action related to the Covered Conduct and/or the allegations in the Civil Actions and the Relators' investigation and prosecution thereof.

14. Sava fully and finally releases the Relators' attorneys from any claims (including, but not limited to, attorneys' fees, costs, and expenses of every kind and however denominated) that Sava has asserted, could have asserted, or may assert in the future against the Relators' attorneys, related to the Covered Conduct and the Relators' investigation and prosecution thereof.

15. The Federal Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Sava agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

16. Sava agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Sava, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Sava's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in



connection with the matters covered by this Agreement (including attorneys' fees);

- (4) the negotiation and performance of this Agreement;
- (5) the payment Sava makes to the United States pursuant to this Agreement and any payments that Sava may make to Relators, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
  - (i) retain an independent review organization and independent monitor to perform reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 16.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Sava.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Sava, and Sava shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Sava or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Sava further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and

Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Sava or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Sava agrees that the United States, at a minimum, shall be entitled to recoup from Sava any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Sava or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Sava or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Sava's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

17. Sava agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Sava shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of

such individuals. Sava further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

18. This Agreement is intended to be for the benefit of the Parties only, including their current and former parent corporations, subsidiaries, successors, and assigns. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 19 (waiver for beneficiaries paragraph), below.

19. Sava agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

20. The Federal Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to Sava's financial condition as reflected in the Financial Disclosures referenced in Paragraph 10.

a. In the event that Sava fails to pay the Federal Upfront Payment or any Federal Contingency Payment as set forth in Paragraph 1 above, Sava shall be in Default of Sava's payment obligations ("Default"). The United States will provide a written Notice of Default, and Sava shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due and interest that shall accrue at the rate of twelve percent (12%) per annum, compounded daily from the date of Default, on the unpaid total (principal and interest balance). Notice of Default will be delivered to Sava, or to such other representative as Sava shall designate in advance in writing. If Sava fails to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of

an agreement with the United States to a modified payment schedule (“Uncured Default”), interest on the remaining unpaid total (principal and interest balance) shall thereafter continue to accrue at the of twelve percent (12%) per annum, compounded daily from the date of Default.

b. In the event of Uncured Default, Sava agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Actions or bring any civil and/or administrative claim, action, or proceeding against Sava for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 6 above, with any recovery reduced by the amount of any payments previously made by Sava to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Actions; (iii) offset the remaining unpaid balance from any amounts due and owing to Sava and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Sava agrees immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States’ reasonable attorneys’ fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, Sava waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Sava within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on August 26, 2011. Sava agrees not to contest any offset, recoupment, and/or

collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States or the existence of an Uncured Default.

c. In the event of Uncured Default, OIG-HHS may exclude Sava from participating in all Federal health care programs until Sava pays the Federal Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Sava. Sava waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Sava wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Sava will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

21. In exchange for valuable consideration provided in this Agreement, Sava acknowledges the following:

a. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Sava, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

b. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

c. The Parties do not intend to hinder, delay, or defraud any entity to which Sava was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

d. If Sava's obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) (an "Avoidance Event") or if, before the Federal Settlement Amount is paid in full, Sava or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Sava's debts, or to adjudicate Sava as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Sava or for all or any substantial part of Sava's assets (collectively, a "Bankruptcy Event"):

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Sava for the claims that would otherwise be covered by the releases provided in Paragraph 4 and 6 above; and

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Sava in the amount of Seventy-Four Million Dollars (\$74,000,000.00), less any payments received pursuant to this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Sava, a receiver, trustee, custodian, or other similar official for Sava.

e. Sava agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 21.d is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Sava shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the

automatic stay for cause under 11 U.S.C. § 362(d)(1). Sava waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Sava that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on August 26, 2011.

22. Upon receipt of the Federal Upfront Payment described in Paragraph 1, above, the United States, Sava, and the Tennessee Relators shall promptly sign and file in the Tennessee Actions a Joint Stipulation of Dismissal pursuant to Rule 41(a)(1), and the United States shall promptly intervene in the Pennsylvania Action and the United States and the Pennsylvania Relators shall promptly sign and file in the Pennsylvania Action a Joint Stipulation of Dismissal pursuant to Rule 41(a)(1) as follows:

a. the Stipulations of Dismissal shall be with prejudice to the United States' claims against Sava as to the Covered Conduct;

b. the Stipulations of Dismissal shall be without prejudice to the United States as to all other claims against Sava;

c. the Stipulations of Dismissal shall be with prejudice as to all claims made by the Tennessee Relators and the Pennsylvania Relators as to all claims against Sava with the exception of retaliation claims asserted pursuant to 31 U.S.C. § 3730(h); and

d. the Stipulations of Dismissal shall be with prejudice as to the Pennsylvania Relators as to all claims.

23. Except as provided in Paragraph 3, above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

24. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

25. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Middle District of Tennessee. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

26. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

27. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

28. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

29. This Agreement is binding on Sava's successors, transferees, heirs, and assigns.

30. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

31. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

32. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.



**THE UNITED STATES OF AMERICA**

DATED: \_\_\_\_\_ BY: **ALISON ROUSSEAU**  
Digitally signed by ALISON ROUSSEAU  
Date: 2021.05.21 09:04:30 -04'00'  
ALISON B. ROUSSEAU  
Senior Counsel for Health Care Fraud  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
SUSAN C. LYNCH  
Senior Counsel for Elder Justice  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_ BY: **MARK WILDASIN**  
Digitally signed by MARK WILDASIN  
Date: 2021.05.21 07:38:33 -05'00'  
MARK H. WILDASIN  
Civil Chief  
Assistant United States Attorney  
Middle District of Tennessee

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
JENNIFER ARBITTIER WILLIAMS  
Acting United States Attorney  
Eastern District of Pennsylvania


DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
GREGORY B. DAVID  
Chief, Civil Division  
Assistant United States Attorney  
Eastern District of Pennsylvania

**THE UNITED STATES OF AMERICA**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
ALISON B. ROUSSEAU  
Senior Counsel for Health Care Fraud  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 5/20/2021

BY:   
SUSAN C. LYNCH  
Senior Counsel for Elder Justice  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
MARK H. WILDASIN  
Civil Chief  
Assistant United States Attorney  
Middle District of Tennessee

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JENNIFER ARBITTIER WILLIAMS  
Acting United States Attorney  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
GREGORY B. DAVID  
Chief, Civil Division  
Assistant United States Attorney  
Eastern District of Pennsylvania

**THE UNITED STATES OF AMERICA**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
ALISON B. ROUSSEAU  
Senior Counsel for Health Care Fraud  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
SUSAN C. LYNCH  
Senior Counsel for Elder Justice  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
MARK H. WILDASIN  
Civil Chief  
Assistant United States Attorney  
Middle District of Tennessee

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
LOUIS LAPPEN  
Digitally signed by LOUIS LAPPEN  
Date: 2021.05.13 10:56:33 -04'00'  
JENNIFER ARBITTIER WILLIAMS  
Acting United States Attorney  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
GREGORY DAVID  
Digitally signed by GREGORY DAVID  
Date: 2021.05.13 10:42:51 -04'00'  
GREGORY B. DAVID  
Chief, Civil Division  
Assistant United States Attorney  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_ BY: CHARLENE FULLMER  
Digitally signed by CHARLENE FULLMER  
Date: 2021.05.13 10:59:41 -04'00'  
CHARLENE KELLER FULLMER  
Deputy Chief, Civil Division  
Assistant United States Attorney  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_ BY: DAVID DEGNAN  
Digitally signed by DAVID  
DEGNAN  
Date: 2021.05.13 10:25:52 -04'00'  
DAVID A. DEGNAN  
GERALD B. SULLIVAN  
Assistant United States Attorneys  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHARLENE KELLER FULLMER  
Deputy Chief, Civil Division  
Assistant United States Attorney  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
DAVID A. DEGNAN  
GERALD B. SULLIVAN  
Assistant United States Attorneys  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
**GREGORY**  
**DEMSKE**  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

Digitally signed by  
GREGORY DEMSKE  
Date: 2021.05.13  
10:40:16 -04'00'

Exhibit Settlement Agreement Page 30 of 48  
**SAVASENIORCARE, LLC, SAVASENIORCARE ADMINISTRATIVE AND  
CONSULTING, LLC, AND SSC EQUITY HOLDINGS, LLC - DEFENDANTS**

DATED: May 12, 2021 BY: \_\_\_\_\_

  
JERRY ROLES

Chief Executive Officer

SavaSeniorCare, LLC, SavaSeniorCare Administrative and  
Consulting, LLC, and SSC Equity Holdings, LLC

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

GLENN P. HENDRIX

Arnall Golden Gregory LLP

Counsel for SavaSeniorCare, LLC, SavaSeniorCare  
Administrative and Consulting, LLC, and SSC Equity  
Holdings, LLC

DATED: 5-13-21 BY: \_\_\_\_\_

  
JAY S. BOWEN

Shackelford Bowen McKinley & Norton, LLP

Counsel for SavaSeniorCare, LLC, SavaSeniorCare  
Administrative and Consulting, LLC, and SSC Equity  
Holdings, LLC

**SAVASENIORCARE, LLC, SAVASENIORCARE ADMINISTRATIVE AND  
CONSULTING, LLC, AND SSC EQUITY HOLDINGS, LLC - DEFENDANTS**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JERRY ROLES

Chief Executive Officer

SavaSeniorCare, LLC, SavaSeniorCare Administrative and  
Consulting, LLC, and SSC Equity Holdings, LLC

DATED: 5/12/2021

BY: \_\_\_\_\_



GLENN P. HENDRIX

Arnall Golden Gregory LLP

Counsel for SavaSeniorCare, LLC, SavaSeniorCare  
Administrative and Consulting, LLC, and SSC Equity  
Holdings, LLC

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JAY S. BOWEN

Shackelford Bowen McKinley & Norton, LLP

Counsel for SavaSeniorCare, LLC, SavaSeniorCare  
Administrative and Consulting, LLC, and SSC Equity  
Holdings, LLC

DATED: 5/13/21 BY: Rita Hayward  
RITA HAYWARD

DATED: 5/13/21 BY: W. Michael Hamilton  
W. MICHAEL HAMILTON  
Provost Umphrey Law Firm, LLP  
Counsel for Relator Rita Hayward

DATED: 5/13/21 BY: Pat Barrett  
PATRICK BARRETT  
Barrett Law Office, PLLC  
Counsel for Relator Rita Hayward

DATED: 5/13/21 BY: Ross Begelman  
ROSS BEGELMAN  
Begelman & Orlow, P.C.  
Counsel for Relator Rita Hayward




TRAMMEL KUKOYI - RELATOR

DATED: 5/13/2021


BY:   
TRAMMEL KUKOYI

DATED: 5/13/2021

BY:   
JOEL M. ANDROPHY  
JANIS G. GORTON  
Berg & Androphy  
Counsel for Relator Trammel Kukoyi

**TERRENCE SCOTT - RELATOR**

DATED: 05/17/2021 BY:   
TERRENCE SCOTT

DATED: 05/12/2021 BY:   
CHARLES SIEGEL  
CAITLYN SILHAN  
Waters & Kraus, LLP  
Counsel for Relator Terrence Scott

**JAMES THORNTON - RELATOR**

DATED: 5/19/2021

BY:   
JAMES THORNTON

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
DAVID T. MARKS  
Marks Balette Giessel & Young, P.L.L.C.  
Counsel for Relator James Thornton

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
THOMAS W. SHERIDAN  
Sheridan & Murray, LLC  
Counsel for Relator James Thornton

DATED: \_\_\_\_\_

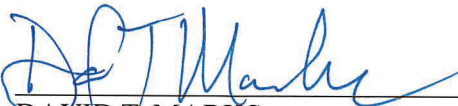
BY: \_\_\_\_\_  
JOSEPH TRAUTWEIN  
Joseph Trautwein & Associates, LLC  
Counsel for Relator James Thornton

**JAMES THORNTON - RELATOR**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JAMES THORNTON

DATED: 5/19/21

BY:   
DAVID T. MARKS  
Marks Balette Giessel & Young, P.L.L.C.  
Counsel for Relator James Thornton

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
THOMAS W. SHERIDAN  
Sheridan & Murray, LLC  
Counsel for Relator James Thornton

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JOSEPH TRAUTWEIN  
Joseph Trautwein & Associates, LLC  
Counsel for Relator James Thornton

**JAMES THORNTON - RELATOR**


DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JAMES THORNTON

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
DAVID T. MARKS  
Marks Balette Giessel & Young, P.L.L.C.  
Counsel for Relator James Thornton

DATED: 5/19/21

BY:   
THOMAS W. SHERIDAN  
Sheridan & Murray, LLC  
Counsel for Relator James Thornton

DATED: 5/19/21

BY:   
JOSEPH TRAUTWEIN  
Joseph Trautwein & Associates, LLC  
Counsel for Relator James Thornton

**BARBARA ROBERTS - RELATOR**

DATED: 5-19-21 BY:   
BARBARA ROBERTS

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
DAVID T. MARKS  
Marks Balette Giessel & Young, P.L.L.C.  
Counsel for Relator Barbara Roberts

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
THOMAS W. SHERIDAN  
Sheridan & Murray, LLC  
Counsel for Relator Barbara Roberts


DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
JOSEPH TRAUTWEIN  
Joseph Trautwein & Associates, LLC  
Counsel for Relator Barbara Roberts

**BARBARA ROBERTS - RELATOR**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
BARBARA ROBERTS

DATED: 5/19/21

BY:   
\_\_\_\_\_  
DAVID T. MARKS  
Marks Balette Giessel & Young, P.L.L.C.  
Counsel for Relator Barbara Roberts

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
THOMAS W. SHERIDAN  
Sheridan & Murray, LLC  
Counsel for Relator Barbara Roberts


DATED: \_\_\_\_\_


BY: \_\_\_\_\_  
JOSEPH TRAUTWEIN  
Joseph Trautwein & Associates, LLC  
Counsel for Relator Barbara Roberts

**BARBARA ROBERTS - RELATOR**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
BARBARA ROBERTS

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
DAVID T. MARKS  
Marks Balette Giessel & Young, P.L.L.C.  
Counsel for Relator Barbara Roberts

DATED: 5/14/21 BY:   
THOMAS W. SHERIDAN  
Sheridan & Murray, LLC  
Counsel for Relator Barbara Roberts

DATED: 5/14/21 BY:   
JOSEPH TRAUTWEIN  
Joseph Trautwein & Associates, LLC  
Counsel for Relator Barbara Roberts



## Exhibit A

## Sava Retained Facilities

FACILITY NAME	SUBSIDIARY CORPORATION/LICENSEE	STREET ADDRESS	CITY	STATE	ZIP	MEDICARE
Bride Brook Health and Rehabilitation Center	SSC Nianic Operating Company LLC	23 Liberty Way	Niantic	CT	06357	07-5375
Pendleton Health and Rehabilitation Center	SSC Mystic Operating Company LLC	44 Maritime Drive	Mystic	CT	06355	07-5341
Anderson Mill Health and Rehabilitation Center	SSC Austell Operating Company LLC	2130 Anderson Mill Road	Austell	GA	30001	11-5145
Augusta Villas (PCH)	Lee Street Operating Company LLC	2237 Lee Street	Augusta	GA	30904	NA
Augusta Villas II (PCH)	Johns Road Operating Company LLC	2237 Lee Street	Augusta	GA	30904	NA
Azalea Health and Rehabilitation Center	Anthony Road Operating Company LLC	1600 Anthony Road	Augusta	GA	30907	11-5044
Bentley Square (PCH)	Lavista Operating Company LLC	3884 Lavista Road	Tucker	GA	30084	NA
Brian Center Health & Rehabilitation/Canton	SSC Canton Operating Company LLC	150 Hospital Circle, N.W.	Canton	GA	30114	11-5508
Briarwood Health and Rehabilitation Center	Briarwood Operating Company LLC	3888 Lavista Road	Tucker	GA	30084	11-5322
Dunwoody Health and Rehabilitation Center	Dunwoody Operating Company LLC	5470 Meridian Mark Road, Bldge E	Atlanta	GA	30342	11-5270
Glenwood Health and Rehabilitation Center	Glenwood Operating Company LLC	4115 Glenwood Road	Decatur	GA	30032	11-5025
North Decatur Health and Rehabilitation Center	North Decatur Operating Company LLC	2787 North Decatur Road	Decatur	GA	30033	11-5012
Northeast Atlanta Health and Rehabilitation Center	SSC Atlanta Operating Company LLC	1500 South Johnson Ferry Road	Atlanta	GA	30319	11-5504
Rome Health and Rehabilitation Center	Rome Operating Company LLC	1345 Redmond Road	Rome	GA	30165	11-5363
Rose City Health and Rehabilitation Center	Thomasville Operating Company LLC	930 South Broad Street	Thomasville	GA	31792	11-5501
Roselane Health and Rehabilitation Center	Marietta Operating Company LLC	613 Roselane Street	Marietta	GA	30064	11-5660
Tifton Health and Rehabilitation Center	Tifton Operating Company LLC	1451 Newton Drive	Tifton	GA	31794	11-5412
Windermere Health and Rehabilitation Center	Windermere Operating Company LLC	3618 J Dewey Gray Circle	Augusta	GA	30909	11-5291
Arcola Health and Rehabilitation Center	SSC Silver Spring Operating Company LLC	901 Arcola Avenue	Silver Spring	MD	20902	21-5014
Bel Air Health and Rehabilitation Center	SSC Bel Air Operating Company LLC	410 East MacPhail Road	Bel Air	MD	21014	21-5312
Bethesda Health and Rehabilitation Center	SSC Bethesda Operating Company LLC	5721 Grosvenor Lane	Bethesda	MD	20814	21-5187
Forest Hill Health and Rehabilitation Center	SSC Forest Hill Operating Company LLC	109 Forest Valley Drive	Forest Hill	MD	21050	21-5194
Frederick Health and Rehabilitation Center	North Place Operating Company LLC	30 North Place	Frederick	MD	21701	21-5184
Glen Burnie Health and Rehabilitation Center	SSC Glen Burnie Operating Company LLC	7355 Furnace Branch Road East	Glen Burnie	MD	21060	21-5266
Heritage Harbour Health and Rehabilitation Center	SSC Annapolis Operating Company LLC	2700 South Haven Road	Annapolis	MD	21401	21-5325
North Arundel Health and Rehabilitation Center	SSC Glen Burnie North Arundel Operating Company LLC	313 Hospital Drive	Glen Burnie	MD	21061	21-5316
Overlea Health and Rehabilitation Center	SSC Baltimore Operating Company LLC	6116 Belair Road	Baltimore	MD	21206	21-5209
Pauvent River Health and Rehabilitation Center	SSC Laurel Operating Company LLC	14200 Laurel Park Drive	Laurel	MD	20707	21-5141
Summit Park Health and Rehabilitation Center	SSC Catonsville Operating Company LLC	1502 Frederick Rd.	Catonsville	MD	21228	21-5326
BC Health & Rehabilitation/Goldsboro	SSC Goldsboro Operating Company LLC	1700 Wayne Memorial	Goldsboro	NC	27530	34-5343
BC Health & Rehabilitation/Hendersonville	SSC Hendersonville Operating Company LLC	1870 Pisgah Road	Hendersonville	NC	28739	34-5312
BC Health & Rehabilitation/Hickory East	SSC Hickory East Operating Company LLC	3031 Tate Boulevard., S.E.	Hickory	NC	28602	34-5322
BC Health & Rehabilitation/Spruce Pine	SSC Spruce Pine Operating Company LLC	218 Laurel Creek Court	Spruce Pine	NC	28777	34-5270
BC Health & Rehabilitation/Wallace	SSC Wallace Operating Company LLC	647 SE Railroad Street	Wallace	NC	28466	34-5323
BC Health & Rehabilitation/Weaverville	SSC Weaverville Operating Company LLC	78 Weaver Boulevard	Weaverville	NC	28787	34-5221
BC Health & Rehabilitation/Wilson	SSC Wilson Operating Company LLC	2501 Downing Street	Wilson	NC	27893	34-5332
BC Health & Rehabilitation/Windsor	SSC Windsor Brian Operating Company LLC	1306 South King Street	Windsor	NC	27983	34-5339
BC Health & Rehabilitation/Yanceyville	SSC Yanceyville Operating Company LLC	1086 Main Street, North	Yanceyville	NC	27379	34-5265
BC Health & Retirement/Cabarrus	SSC Concord Operating Company LLC	250 Bishop Lane	Concord	NC	28025	34-5362
BC Health & Retirement/Clayton	SSC Clayton Operating Company LLC	204 Darry Road	Clayton	NC	27520	34-5317
BC Health & Retirement/Lincolnton	SSC Lincolnton Operating Company LLC	515 South Generals Boulevard	Lincolnton	NC	28092	34-5250
BC Health and Rehabilitation/Hickory Viewmont	SSC Hickory 13th Operating Company LLC	220 13th Avenue Place, N.W.	Hickory	NC	28601	34-5080
BC Health and Rehabilitation/Eden	SSC Eden Operating Company LLC	226 North Oakland Avenue	Eden	NC	27288	34-5241
BC Health and Rehabilitation/Gastonia	SSC Gastonia Operating Company LLC	969 Cox Road	Gastonia	NC	28054	34-5169
BC Health and Rehabilitation/Hertford	SSC Hertford Operating Company LLC	1300 Don Juan Road	Hertford	NC	27944	34-5262
BC Southpoint	SSC Durham Operating Company LLC	6000 Fayetteville Road	Durham	NC	27713	34-5408
Blue Ridge Health and Rehabilitation Center	Hebron Operating Company LLC	1510 Hebron Street	Hendersonville	NC	28739	34-5223
Edgecombe Health and Rehabilitation Center	Tarboro Operating Company LLC	1000 Western Boulevard	Tarboro	NC	27886	34-5195
Haywood Nursing and Rehabilitation Center (name chg)	SSC Waynesville Operating Company LLC	516 Wall Street	Waynesville	NC	28786	34-5411
Kenansville Health and Rehabilitation Center	SSC Kenansville Operating Company LLC	209 Beasley Street	Kenansville	NC	28349	34-5150
Lumberton Health and Rehabilitation Center	Lumberton Operating Company LLC	1555 Willis Avenue	Lumberton	NC	28358	34-5234
MacGregor Downs Health and Rehabilitation Center	Greenville Operating Company LLC	2910 MacGregor Downs Road	Greenville	NC	27834	34-5168
Maple Leaf Health Care	SSC Statesville Maple Leaf Operating Company LLC	1101 Maple Care Lane	Statesville	NC	28625	34-5340A
Surry Community Health and Rehabilitation Center	Mt. Airy Operating Company LLC	542 Alired Mill Road	Mt. Airy	NC	27030	34-5191
Pleasant Valley Nursing Center	Pleasant Valley Operating Company LLC	8 Peabody Road	Derry	NH	03038	30-5039
Lake Mead Health and Rehabilitation Center	Henderson Operating Company LLC	1180 E. Lake Mead	Hendersonville	NV	89015	29-5037

Exhibit A

Sava Retained Facilities

Broomall Rehabilitation and Nursing Center	Broomall Operating Company LP	50 North Malin Road	Broomall	PA	19008	39-5078
North Hills Health and Rehabilitation Center	SSC Wexford Operating Company LP	194 Swindeman Rd.	Wexford	PA	15090	39-5903
West Hills Health and Rehabilitation Center	SSC Coraopolis Operating Company LP	951 Tokenead Road	Coraopolis	PA	15108	39-5620
Seneca Health and Rehabilitation Center	SSC Seneca Operating Company LLC	140 Tokenead Road	Seneca	SC	29678	42-5139
Sumter East Health and Rehabilitation Center	SSC Sumter East Operating Company LLC	880 Carolina Avenue (P.O. Box	Sumter	SC	29151	42-5107
Newport Health and Rehabilitation Center	SSC Newport Operating Company LLC	135 Generation Drive	Newport	TN	37821	44-5504
Norris Health and Rehabilitation Center	SSC Andersonville Operating Company LLC	3382 Andersonville Highway	Andersonville	TN	37705	044-5303
Alpine Terrace	Uvalde County Hospital Authority (02/28/15)	746 Alpine Drive	Kerrville	TX	78028	67-5506
Alpine Terrace Retirement & Convalescent Center PC Unit	SSC Kerrville Alpine Terrace Operating Company LLC	746 Alpine Drive	Kerrville	TX	78028	67-5506
Arlington Heights Health and Rehabilitation Center (eff CHOW	SSC Fort Worth Nursing & Rehabilitation Center Operating	4825 Wellesley Street	Ft. Worth	TX	76017	45-5819
12/27/16)	SSC Bangs Operating Company LLC	1105 Fitzgerald	Bangs	TX	76823	67-5377
Bastrop Nursing Center	OakBend Medical Center eff 3/31/17	400 Old Austin Highway	Bastrop	TX	78602	67-5356
Bay Villa Healthcare Center	OakBend Medical Center eff 3/31/17	1800 13th Street	Bay City	TX	77414	45-5582
Brazosview Healthcare Center	OakBend Medical Center	2127 Preston	Richmond	TX	77469	67-5420
Deer Creek of Wimberley	Uvalde County Hospital Authority (02/28/15)	Route 2, Box 6	Wimberley	TX	78676	45-5917
Downtown Health and Rehabilitation Center	Fannin County Hospital Authority (03/31/17)	424 South Adams	Fort Worth	TX	76104	45-5651
Fath Memorial Nursing Home	SSC Pasadena Operating Company LLC	811 Garner Road	Pasadena	TX	77502	67-5321
Golden Years Nursing and Rehabilitation Center	Seminole Hospital District	318 Chambers	Marlin	TX	76661	67-5406
Greenview Manor	Seminole Hospital District	401 Owen Lane	Waco	TX	76710	45-5638
Hilltop Village Nursing and Rehabilitation Center	Uvalde County Hospital Authority (02/28/15)	1400 Hilltop Road	Kerrville	TX	78028	45-5628
Interlochen Health and Rehabilitation Center	Fannin County Hospital Authority (03/31/17)	2645 W. Randol Mill Road	Arlington	TX	76012	45-5835
Kountze Nursing Center	OakBend Medical Center eff 3/31/17	P.O. Box 940 (FM 1293)	Kountze	TX	77625	45-5594
La Paloma Nursing Center	Uvalde County Hospital Authority (02/28/15)	FM Road 1329 & Sur Avenue	San Diego	TX	78384	67-5170
Lakeshore Village Healthcare Center	Seminole Hospital District	2320 Lakeshore Drive	Waco	TX	76708	67-5438
Las Palmas Healthcare Center	SSC McAllen Las Palmas Operating Company LLC	1301 East Quebec	McAllen	TX	78503	67-5415
Levelland Nursing & Rehabilitation Center	Seminole Hospital District	210 West Avenue	Levelland	TX	79336	67-5329
Longmeadow Healthcare Center	Fannin County Hospital Authority (03/31/17)	120 Meadowview Drive	Justin	TX	76247	67-5185
Matador Health and Rehabilitation Center	Childress County Hospital District (4/1/18)	805 Harrison Avenue/P.O. Box 70	Matador	TX	79244	67-6389
Memorial City Health and Rehabilitation Ctr	OakBend Medical Center (4/1/18)	1341 Blalock	Houston	TX	77055	67-6258
Memorial Medical Nursing Center	Uvalde County Hospital Authority (03/31/17)	307 W. Cypress	San Antonio	TX	78212	45-5597
Mt. Pleasant Assisted Living (ALF)	Mount Pleasant ALF Operating Company LLC	2009, 2011, 2013 N. Edwards	Mt. Pleasant	TX	75455	N/A
North Park Health and Rehabilitation Center	Fannin County Hospital Authority (03/31/17)	1720 N. McDonald	McKinney	TX	75071	67-5196
Northwest Health and Rehabilitation Center	SSC Houston Northwest Operating Company LLC	17600 Cali Drive	Houston	TX	77090	45-5714
Orchard Park Post Acute Nursing and Rehabilitation fl/k/a Retama	SSC Weslaco Operating Company LLC	721 Airport Dr.	Weslaco	TX	78596	67-5363
Pampa Nursing Center	Seminole Hospital District	1321 W. Kentucky (P.O. Box 582)	Pampa	TX	79065	67-5327
Park Highlands Nursing & Rehabilitation Center	Fannin County Hospital Authority (03/31/17)	711 Lucas Street	Athens	TX	75751	67-5460
Pasadena Care Center (managed by Sava)	Raber Corporation	4006 Vista Road	Pasadena	TX	77504	67-5365
Peach Tree Place	Seminole Hospital District	315 Anderson Street	Weatherford	TX	76086	67-6148
Pine Arbor	OakBend Medical Center eff 3/31/17	705 Highway 418 West	Slisbee	TX	77656	67-5391
Pleasant Springs Healthcare Center	Fannin County Hospital Authority (03/31/17)	2003 North Edwards	Mt. Pleasant	TX	75455	45-5532
Retama Manor Health and Rehabilitation Center/Rio Grande City	SSC Rio Grande City Operating Company LLC	400 S. Pete Diaz Jr. Ave.	Rio Grande City	TX	78582	67-5421
Retama Manor Nursing Center (eff CHOW 9/12019)	SSC Nueces Retama LLC (9/1/19)	2322 Morgan Avenue	Corpus Christi	TX	78405	45-5575
Retama Manor Nursing Center/Alice	Uvalde County Hospital Authority (02/28/15)	606 Coyote Trail	Alice	TX	78332	67-5309
Retama Manor Nursing Center/Edinburg	SSC Edinburg Operating Company LLC	1505 Closer	Edinburg	TX	78539	67-5414
Retama Manor Nursing Center/Harlingen	Starr County Hospital District (4/1/18)	820 Camelot Drive	Harlingen	TX	78550	45-5822
Retama Manor Nursing Center/Jourdanton	Dimmit Regional Hospital District (06/01/15)	1504 Hwy 97 E fl/k/a 1504 Oak	Jourdanton	TX	78026	45-5549
Retama Manor Nursing Center/Laredo - West	Uvalde County Hospital Authority (02/28/15)	1200 Lane	Laredo	TX	78040	45-5528
Retama Manor Nursing Center/McAllen	Starr County Hospital District (4/1/18)	900 South 12th Street	McAllen	TX	78501	45-5662
Retama Manor Nursing Center/Pleasanton North	Dimmit Regional Hospital District	404 Goodwin St.	Pleasanton	TX	78064	67-5502
Retama Manor Nursing Center/Pleasanton South	Dimmit Regional Hospital District	905 W. Oaklawn Ave.	Pleasanton	TX	78064	67-5428
Retama Manor Nursing Center/Pleasanton South Alzheimer's	SSC Pleasanton South Operating Company LLC	905 W. Oaklawn Ave.	Pleasanton	TX	78064	67-5428
Retama Manor Nursing Center/Raymondville	Starr County Hospital District (4/1/18)	1700 S. Expressway 77	Raymondville	TX	78580	67-5475
Retama Manor Nursing Center/San Antonio - North	Uvalde County Hospital Authority (02/28/15)	501 Ogden	San Antonio	TX	78212	45-5817
Retama Manor Nursing Center/San Antonio West	SSC San Antonio West Operating Company LLC	636 Cupples Rd.	San Antonio	TX	78237	67-5002
Retama Manor/Laredo - South	Uvalde County Hospital Authority (02/28/15)	1100 Galveston	Laredo	TX	78040	67-5396
Silver Creek Manor	Uvalde County Hospital Authority (03/31/17)	9014 Timber Path	San Antonio	TX	78250	45-5652
Sweeny House	SSC Sweeny Operating Company LLC	109 McKinney (P.O. Box 187)	Sweeny	TX	77480	67-5344
Texoma Healthcare Center	Fannin County Hospital Authority (03/31/17)	1000 Highway 82 East	Sherman	TX	75090	45-5573

Exhibit A

Sava Retained Facilities

The Park in Plano	Plano Operating Company LLC	3208 Thunderbird Lane	Plano	TX	75075	67-5113
Westchase Health and Rehabilitation Center	OakBend Medical Center (06/01/15)	8820 Town Park Drive	Houston	TX	77036	45-5800
Winchester Lodge Healthcare Center	OakBend Medical Center eff 3/31/17	1112 Smith Drive	Alvin	TX	77511	67-6264
Grande Prairie Health and Rehabilitation Center	SSC Pleasant Prairie Operating Company LLC	10330 Prairie Ridge Blvd.	Pleasant Prairie	WI	53158	52-5659
Southpointe Healthcare Center	SSC Greenfield Operating Company LLC	4500 W. Loomis Road	Milwaukee	WI	53220	52-5604
Virginia Highlands Health and Rehabilitation Center	SSC Germantown Operating Company LLC	W173N10915 Bernies Way	Germantown	WI	53022	52-5653
Glasgow Health and Rehabilitation Center	Glasgow Operating Company LLC	1209 Melrose Avenue & US #60	Glasgow	WV	25086	51-5118
Huntington Health and Rehabilitation Center	Seventeenth Street Associates LLC	1720 17th Street	Huntington	WV	25701	51-5007
Morgantown Health and Rehabilitation Center	Morgantown Operating Company LLC	1379 Van Voorhis Road	Morgantown	WV	26505	51-5049
Riverside Health and Rehabilitation Center	St. Albans Operating Company LLC	6500 MacCorkle Avenue SW	St. Albans	WV	25177	51-5035

## Exhibit B

### Excess Revenue Payment Calculation

Fiscal Year	202___ [insert year]
Annual Net Revenue <sup>1</sup> of the Retained Facilities that are not Participants in Upper Payment Limit Reimbursement Programs	\$xxx,xxx,xxx,xxx
Annual Net Revenue of Retained Facilities that are Participants in Upper Payment Limit Reimbursement Programs <sup>2</sup>	\$xxx,xxx,xxx,xxx
Less: Reserves for Third Party Payors	(\$xx,xxx,xxx)
Less: Contractual Adjustment	(\$xx,xxx,xxx)
Less: Charity Care Adjustments	(\$xx,xxx,xxx)
Less: Dedicated Expenditures Specified by 3 <sup>rd</sup> Party Payors	<u>(\$xx,xxx,xxx)</u>
<b>Adjusted Net Revenue</b>	<b>\$x,xxx,xxx,xxx</b>
Starting Threshold (for fiscal year 2021, \$1,300,000,000; for all subsequent fiscal years, the prior fiscal year's Adjusted Threshold)	\$x,xxx,xxx,xxx
Less: Annual Net Revenue of Divested Facilities	(\$xxx,xxx,xxx)
Adjusted Threshold	(\$x,xxx,xxx,xxx)
<b>Excess Total Net Revenue</b> <b>(Adjusted Net Revenue – Adjusted Threshold)</b>	<b>\$xx,xxx,xxx</b>

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<sup>1</sup> The terms used in this Exhibit B are defined in Paragraph 1.b of the Agreement.

<sup>2</sup> With respect to those Retained Facilities that participate in Upper Payment Limit Reimbursement Programs and are both leased and managed by subsidiaries of Sava, Net Revenues will be derived from consolidating the revenue from nursing home operations of the manager and operator of the Retained Facility.

Excess Revenue Payment (Excess Total Net Revenue x 5%)	\$x,xxx,xxx
Excess Total Net Revenue paid from previous years [insert years]	(\$x,xxx,xxx)
<b>Excess Revenue Payment Due<sup>3</sup></b>	<b>\$x,xxx,xxx</b>

**I hereby certify, under the penalty of perjury, that the foregoing and all supporting information provided for the Excess Revenue Payment Calculation is accurate and complete.**

**Signature** \_\_\_\_\_  
**Name (Print)** \_\_\_\_\_  
**Title (CEO/CFO)** \_\_\_\_\_  
**Dated** \_\_\_\_\_

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<sup>3</sup> The total maximum amount potentially to be paid for all years in the aggregate is capped at \$7,000,000.

**Exhibit C**

**Federal Contingency Payments and State Contingency Payments**

**Federal Contingency Payments:**

- 83.1461% of the first Five Million Four Hundred Thousand Dollars (\$5,400,000) of any Contingency Payments (until the Federal Contingency Payments total Four Million Four Hundred Sixty Four Thousand Eight Hundred Four Dollars (\$4,464,804.00)), and 92.2118% of any Contingency Payments above Five Million Four Hundred Thousand Dollars (\$5,400,000).

**State Contingency Payments:**

- 7.0225% of the first Five Million Four Hundred Thousand Dollars (\$5,400,000) of any Contingency Payments (until the Federal Contingency Payments total Three Hundred Seventy Seven Thousand Ninety Five Dollars (\$377,095.00)), and 7.7882% of any Contingency Payments above Five Million Four Hundred Thousand Dollars (\$5,400,000).

## **Exhibit D**

### **Sava Payments to Relators**

#### **Relators' Upfront Fees and Costs Payments:**

- To Tennessee Relators: One Million Two Hundred Twenty Two Thousand Sixty Seven Dollars (\$1,222,067.00), to be paid as follows:
  - Four Hundred Ninety-One Thousand, Eight Hundred Eighty-One Dollars and Ninety-Seven Cents (\$491,881.97) to Relator Hayward;
  - Four Hundred Ninety-One Thousand, Eight Hundred Eighty-One Dollars and Ninety-Seven Cents (\$491,881.97) to Relator Kukoyi; and
  - Two Hundred Thirty-Eight Thousand, Three Hundred Three Dollars and Seven Cents (\$238,303.07) to Relator Scott.
- To Pennsylvania Relators: Sixty Nine Thousand Eight Hundred Thirty Two Dollars (\$69,832.00).

#### **Relators' Contingency Fees and Costs Payments:**

- To Tennessee Relators:
  - 9.8314% of the first Five Million Four Hundred Thousand Dollars (\$5,400,000.00) of any Contingency Payments (until the Tennessee Action Relators have received a total of One Million Seven Hundred Fifty Two Thousand Nine Hundred Sixty Two Dollars and Sixty Four Cents (\$1,752,962.64) combined between Upfront Fees and Costs Payments and Contingency Fees and Costs Payments), to be paid as follows:
    - 40.25% to Relator Hayward;
    - 40.25% to Relator Kukoyi; and
    - 19.5% to Relator Scott.
- To Pennsylvania Relators:
  - None.

## **Exhibit E**

### **Relators' Share**

As provided in Paragraph 2, the United States shall make the following payments to Relators:

- Federal Upfront Payment
  - To Relator Hayward for Covered Conduct in Paragraph I.1:
    - One Million Eight Hundred Ninety Two Thousand Four Hundred Fifty Eight Dollars (\$1,892,458.00)
  - To Relator Kukoyi for Covered Conduct in Paragraph I.2:
    - Sixty Nine Thousand Eight Hundred Thirty Two (\$69,832.00)
  - To the Pennsylvania Relators for Covered Conduct in Paragraph I.3:
    - One Hundred Four Thousand Seven Hundred Forty Nine (\$104,749.00)
- Federal Contingency Payments
  - Any Federal Contingency Payment shall be allocated as follows:
    - Covered Conduct described in Paragraph I.1:
      - 91.55%
    - Covered Conduct described in Paragraph I.2:
      - 3.38%
    - Covered Conduct described in Paragraph I.3:
      - 5.07%
  - Relator Hayward shall receive a Twenty Percent (20%) share of any Federal Contingency Payment allocated to the Covered Conduct described in Paragraph I.1.
  - Relator Kukoyi shall receive a Twenty Percent (20%) share of any Federal Contingency Payment allocated to the Covered Conduct described in Paragraph I.2.
  - The Pennsylvania Relators shall receive a Twenty Percent (20%) share of any Federal Contingency Payment resulting from the Insurance Contingency described in Paragraph 1.b.ii that is allocated to the Covered Conduct described in Paragraph I.3.